

GENERAL RELEASE AND SETTLEMENT OF CLAIM No. 08-00863 DLC
("Release")

For the sole consideration of the sum of Nine thousand dollars and no/00 (\$9,000.00), received from Waterview Parking Inc., the Undersigned, Max Vincent, as Releasor, for himself, his family, heirs, statutory beneficiaries, executors, administrators, personal representatives, agents, any past or present legal representatives, successors and assigns, and for any partnerships, corporations, sole proprietorships, or other entities owned or controlled by him does hereby agree to compromise, settle, and absolutely, unconditionally, and forever release and discharge Waterview Parking Inc. and Gregory Maria, and their family, heirs, statutory beneficiaries, executors, administrators, personal representatives, agents, any past or present legal representatives, successors and assigns, heirs assigns, predecessors-in-interest, successors-in-interest, divisions, all affiliated parent or subsidiary corporations or entities, agents, officers, directors, employees, managers, supervisors, shareholders, representatives, attorneys, and insurers (the "Released Parties") from:

any and all claims, demands, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and liabilities of every kind and nature whatsoever, including but not limited to claims under the ***Fair Labor Standards Act and the New York Labor Law*** for failure to pay minimum wage or overtime resulting or to result, whether in law, admiralty or in equity, which against the Released Parties, the Undersigned, Undersigned's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by any reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Release.

Except as necessary for the enforcement of this Release or the settlement of which this Release is a part, or for valid tax or accounting purposes, or as required by law or order of Court, neither the Undersigned nor any of the Undersigned's agents, representatives or attorneys, if any, shall make any statements, or otherwise make available information to any person, revealing the fact of, or the amount or term of this Release, or the settlement of which this Release is a part, or the incident giving rise to this settlement. In the event the Undersigned violates this confidentiality provision, he will be liable to Waterview Parking Inc. and Gregory Maria for the full settlement amount of \$9,000.00 paid hereunder.

As further consideration for payment of the sum set forth above, the Undersigned agrees to indemnify and save harmless the Released Parties from and against any and all further claims for damages, costs and expenses, arising out of or in any way relating to the above-referenced matter.

This Release expresses a full and complete settlement of all liability claimed and denied, regardless of the adequacy of the above consideration, and the acceptance of this Release shall not operate as an admission of liability on the part

of anyone nor as an estoppel, waiver or bar with respect to any claim the Released Parties may have against the Undersigned.

The Undersigned represents and agrees that no promise, inducement or agreement not herein expressed has been made to the Undersigned and that this Release contains the entire agreement including the attached **Exhibit "A"** which is made part of this release between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The release may not be changed orally.

YOU ARE MAKING A FINAL SETTLEMENT; READ BEFORE SIGNING.

This Release was executed on this 13 day of June, 2008, by:

X

Max Vincent

ACKNOWLEDGMENT

State of New York }
County of KINGS } SS:

On June 13, 2008 before me, the undersigned, personally appeared Max Vincent, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires on: _____

CHUCK NOELL
Notary Public, State of New York
No. 01NO6137981
Qualified in Kings County
Commission Expires 12/05/2009

If Releasor is represented by attorney.

Approved by:

Emmanuel Roy, Esquire
Attorney for Max Vincent
802315

EXHIBIT A

The claims covered by this Release include, but are not limited to, the following; to the extent such claims may be waived or released under applicable law:

- any claims under any federal, state or local law, including, but not limited to, the Americans with Disabilities Act, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974 ("ERISA"), including, but not limited to, breach of fiduciary duty and equitable claims arising under §1132(a)(3) of ERISA, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act (all as amended), state or local wage and hour laws, state or local laws against discrimination; and
- any claims under any policy, procedure, practice, contract (whether express, oral, written or implied from any source), tort (including but not limited to claims of defamation, intentional or negligent infliction of emotional distress, tortious interference, wrongful or abusive discharge, conversion, fraud, negligence, loss of consortium), common law or public policy; and
- any claims of retaliation under all federal, state, local or common or other law; and
- any claims related to employment and/or benefits subject to or covered by any arbitration agreements or provisions.